

CONTRACT BETWEEN



**FOUR RIVERS
NUCLEAR PARTNERSHIP, LLC**

FOUR RIVERS NUCLEAR PARTNERSHIP (FRNP)

and



**INTERNATIONAL UNION, SECURITY, POLICE,
AND FIRE PROFESSIONALS OF AMERICA (SPFPA)
AND ITS LOCAL NO. 111**

Thereof representing the

SECURITY POLICE OFFICERS

Located at

PADUCAH GASEOUS DIFFUSION PLANT

December 5, 2019

TABLE OF CONTENTS

ARTICLE 1 -- SCOPE AND PURPOSE	1
Section 1 - Collective Bargaining Agreement.	1
Section 2 - Scope.	1
Section 3 - Purpose	1
Section 4- Elimination	1
ARTICLE 2 – UNION AND MANAGEMENT.	1
Section 1 - Union Security	1
Section 2 - Dues Check-Off	1
Section 3 - Management Rights	2
ARTICLE 3 – HOURS OF WORK, WORK SCHEDULES AND OVERTIME	2
Section 1 - Establishment.	2
Section 2 - Work Week Section 3 - Shift Differential	3
Section 4 - Working Hours.	3
Section 5 - Overtime Calculation	3
Section 6 - Overtime Definition	3
Section 7 - Overtime Distribution	3
Section 8 - Time Change	3
Section 9 - Call-In	4
ARTICLE 4 – PTO AND HOLIDAYS	4
Section 1 - Paid Time Off.	4
Section 2 - Holidays	5
Section 3 - Pay in Lieu of PTO	5
ARTICLE 5 – UNION REPRESENTATION	6
Section 1 - Reasonable time	6
ARTICLE 6 – EQUAL EMPLOYMENT/AFFIRMATIVE ACTION OPPORTUNITY.	6
ARTICLE 7 – HARASSMENT	6
ARTICLE 8 – TIMEKEEPING/ PAYROLL	7
Section 1- Payday Schedule.	7
Section 2 - Time Reporting.	7
ARTICLE 9 – BENEFITS	7
Part1 - Retirement Plans	8
Part 2 - Group Insurance Plan	8
Part 3 - General Provisions	9
ARTICLE 10 – LEAVE OF ABSENCE.	10
Section 1 - Personal Leave of Absence.	10

Section 2 - Military Leave.	10
ARTICLE 11 – CONTINUITY OF OPERATIONS	11
ARTICLE 12 – SENIORITY	11
Section 1 - Length of Continuous Service	11
Section 2 - Breaking Continuous Service	11
Section 3 - Promotions and Transfers	11
Section 4 - Probationary Period	11
Section 5 - Reduction in Force/ Recall	11
ARTICLE 13 – HEALTH AND SAFETY	12
ARTICLE 14 – WORKPLACE SUBSTANCE ABUSE PROGRAM.	13
ARTICLE 15 – REDUCTION IN FORCE.	14
Section 1 - Reduction in Force	14
Section 2 - Severance Schedule.	14
ARTICLE 16 – GRIEVANCE	14
ARTICLE 17 – ARBITRATION	16
ARTICLE 18 – PROTECTIVE SECURITY	17
ARTICLE 19 – WAGES	17
Section 1 - Wage Schedule	17
ARTICLE 20– DISABILITY	17
Section 1 - Short Terms Disability Plan	17
Section 2 - Long Term Disability Plan.	18
ARTICLE 21 – RECLASSIFICATION OF SECURITY POLICE OFFICER.	19
ARTICLE 22 – TERM OF CONTRACT.	20
ATTACHMENT A COMPANY SERVICE CREDIT.	22
ATTACHMENT B JURY DUTY and VOTING TIME	23
ATTACHMENT C BEREAVEMENT	24
ATTACHMENT D BERYLLIUM PROGRAM	24
ATTACHMENT D. 1 BERYLLIUM PROGRAM GUIDANCE FORM.	25

ARTICLE 1
SCOPE AND PURPOSE

Section 1. This Collective Bargaining Agreement (Agreement) has been made and entered into this 5th day of December 2019, by and between Four Rivers Nuclear Partnership (FRNP) Deactivation and Remediation Project (the “Company” or the “Employer”), for its operation located at the Paducah Gaseous Diffusion Plant site, and the International Union, Security, Police and Fire Professionals of American (SPFPA) and its Local No. 111, for and on behalf of itself and the employees covered by this Agreement (the “Union”).

Section 2. The scope of work of this Agreement reflects a changing mission as defined by the DOE Contract No. DE-EM0004895 with the Company for the Paducah Gaseous Diffusion Plant Deactivation and Remediation Project (Project) and shall cover all non-construction Security Operations at the Project assigned to the SPFPA-represented workforce. Nothing in this statement of work should be construed as an obligation on the part of the Company to assign any specific element of scope to the SPFPA for performance.

Work covered by the Agreement shall consist of non-construction activities that may require process knowledge of and experience with gaseous diffusion technology and will be limited to those non-construction activities. This Agreement does not cover construction or construction related work.

Section 3. Whereas, it is mutually desired by the parties to bring about and effectuate a spirit of fair dealing, promote the general welfare of the Company’s business, and maintain the standards of the industry and the business in high public repute, to prevent strikes and lockouts, and to resolve disputes and grievances amicably, the parties hereto agree with each other as follows:

Section 4. Ratification of this agreement will eliminate of the Memorandum of Understanding, Applicability of Changed Benefits, known as the “me too” language, in the previous collective bargaining agreement.

ARTICLE 2
UNION AND MANAGEMENT

Section 1. Union membership will be made available for employees of the Company employed in positions covered by this Collective Bargaining Agreement (CBA). The Union will make membership in the Union available to all employees covered by the CBA on a non-discriminatory basis.

Section 2. The Employer agrees to deduct initiation fees and Union dues for proportionate share payments from the wages of officers who voluntarily authorize the Employer to do so on a properly executed payroll deduction card as provided by the Union. Such deductions shall be made per paycheck, or the first paycheck received in which the officer has sufficient net earnings to cover the Union membership dues or payments. Funds deducted, along with a summary sheet including the names, addresses, social security number and local union number of officers and the amount of dues deducted from each, shall be remitted to the Secretary/Treasurer of SPFPA Local 111 within fifteen (15) days after the first regular payday of the month and the Employer will provide a monthly summary sheet describing gross amounts remitted and a schedule, by person and Social

Security number, indicating amounts withheld. The Employer will provide to the International quarterly reports that will include officer's name, address, city, state, zip code and current wage rates, sorted by Union Local. The Employer shall also inform The International Secretary/Treasurer, in writing, of the change of status of any bargaining unit employee, i.e. medical leave, military leave, promotion out of the bargaining unit etc.

The Union agrees it will promptly furnish to the Employer a written schedule of the Union dues, initiation fees, and proportionate share payments. The Union also agrees to promptly notify the Employer in writing of any changes to these amounts. Union authorization cards must be submitted prior to the fifteenth (15th) of the month proceeding the date that deductions are to be made.

The Union agrees to indemnify the Employer against any loss or claim, which may arise as a result of the Employer's compliance with the Union membership or check off articles. In addition, the Union agrees to return to the Employer any erroneous or improper overpayment made to it.

Section 3. In the event that any of the provisions of this Agreement are found to be in conflict with any valid Federal or State law or DOE order, regulation, or directive now existing or hereinafter enacted, it is agreed that such law, order, regulations or directive shall supersede the conflicting provisions without in any way affecting the remainder of these provisions.

Subject to the Union rights as set forth in this Contract, the Company retains the sole right to manage the affairs of the business and to direct the working forces. Such functions of management shall include, but are not limited to, the rights to:

- Direct generally the work of employees, subject to the terms and conditions of this Contract, including the right to hire, discharge for just cause, suspend or otherwise discipline employees, retire, determine the qualifications of an employee, promote, demote, or transfer employees, assign work, assign employees to shifts, assign makeup of teams, determine the amount of work needed, and to lay off employees;
- The right to make reasonable rules, regulations, policies and procedures to promote safe practices, efficiency, proper conduct on the part of employee, consistent implementation administrative and work control processes;
- The foregoing list of rights reserved to management shall not be deemed to preclude management's exercise of other rights it held before the execution of this Agreement which are not inconsistent with any express provision thereof.
- Claims of discriminatory or arbitrary demotion, discipline, or discharges shall be subject to and decided through the Grievance and Arbitration Procedures in Article 16 and 17 of this Contract (hereinafter referred to as "Grievance and Arbitration Procedures").

ARTICLE 3

HOURS OF WORK, WORK SCHEDULES AND OVERTIME

Section 1. The Company reserves the right to establish the standard work week and

work schedules in order to ensure that performance goals are met. The Company may change an employee's work schedule and/or hours of work, with a week's prior notice to the employee, when business necessity requires it.

Section 2. It is the Company's intent to implement the FRNP 12-hour rotating shifts schedule effective October 20, 2017; and to maintain such shift indefinitely unless the Company determines that overtime is excessive as a result of implementation of the shift.

Section 3. Shift differential of \$.45 per hour for second shift and \$.65 per hour for third shift may be paid to employees specifically scheduled for hours worked during the defined shift.

Section 4. All employees are expected to be at work during normal work hours unless approval is granted by management to work an alternate work schedule. The employee's manager has the responsibility to establish the work hours and/or work schedule in accordance with business necessity, and approve any schedule deviations prior to their occurrences.

Section 5. This Article is intended only to provide a basis for calculation of overtime and is not to be construed as a guarantee of hours of work per day or week.

Section 6. When increased work demands require employees to work in excess of the standard work week, employees may be required to work overtime hours. When possible, advance notification of these requirements will be provided. All overtime work must receive prior authorization from a supervisor.

Overtime compensation at a rate of time and one-half (1.5x) times current straight time rate of pay is paid for work performed in excess of 40 hours in a single seven day workweek. All hours worked in excess of an employee's regular shift (8-hour, 10-hour, or 12-hour) will be paid at one and one-half (1.5) times the straight time hourly rate. Overtime pay is based on actual hours worked. Time off for sickness, vacation, holidays, or any leave of absence will not be considered "hours worked" for purposes of performing overtime calculations.

Employees receive the 4 hours at the overtime rate once every four weeks when they work the scheduled 42 hour work week. This provision is still applicable if the 42 hour work is scheduled over two pay periods.

The Company may require employees to work a reasonable amount of overtime as a condition of continued employment with the Company. Overtime and/or premium pay shall not be paid twice for the same hours worked, or otherwise be pyramided.

Section 7. Opportunities for overtime work shall be divided among employees as equally as practical. All overtime worked or refused will be charged. The overtime list will be used to determine the low person(s) to contact. The Company and Union agree that the overtime distribution process was developed and is incorporated into the Agreement. For further guidance on over time polling refer to the SPFPA Polling Guidelines. These guidelines can only be modified upon agreement by both parties.

Section 8. Employees working the shift that is impacted by the conversion to

Daylight Savings Time, in which the worker is required to work a shift that is one hour less than their normal scheduled day, will be allowed to continue working for that additional hour at the applicable rate of pay.

Section 9. An employee who has left the plant and is called in by the Company to perform work outside of their regular scheduled shift will receive not less than four (4) hours pay at the applicable overtime rate for such work performed.

An employee who reports for work on their regular shift without previously having been notified not to report, will be given at least four (4) hours work, except that if work is unavailable as the result of causes beyond the control of the Company it shall not be so obligated. Failure on the part of an employee to keep the Company informed of their current telephone number will relieve the Company of its responsibility under this section of the contract.

Employees held over past their scheduled quitting time will be provided with a minimum of two (2) hours of work except in those instances where tardy relief is the cause of the holdover. If a task cannot be completed during a scheduled shift, scheduled overtime or emergency call-in, the Company reserves the right to request an individual having specific job knowledge, based on having worked on the task immediately prior to the need to continue the work task, to continue working for the amount of time needed to finish the task, but not longer than sixteen (16) continuous hours.

**ARTICLE 4
PAID TIME OFF/HOLIDAYS**

Section 1. Paid Time Off (PTO) is provided to full-time bargaining unit employees and should be viewed as a “bank” of hours from which the employee can draw, depending on his/her needs. PTO includes, but is not limited to, leisure time off, personal time off, time lost from work due to illness or injury, bereavement, family emergencies, medical/dental appointments, facility closure due to inclement weather, and natural emergency conditions. Employees are responsible for managing their own PTO accounts.

- PTO Accrual: Paid Time Off is accrued for regular full-time bargaining unit employees as follows:

Years of Continuous Service	Accrual of PTO hours per week	Accrual of PTO hours per year
0-4 years of service	2.31 hours	120 hours
5-9 years of service	3.08 hours	160 hours
10-19 years of service	3.85 hours	200 hours
20+ years of service	4.62 hours	240 hours

- PTO will be accrued by employees based on Company Service Credit in the table above. PTO will not accrue during unpaid leave of absences unless required by law.
- PTO will not accrue during Long Term Disability Leave.
- PTO will not accrue during leave for Union Business.
- PTO pay will based on employee’s straight time hourly rate, plus any

applicable shift differential. It is paid for the hours designated on the timesheet not to exceed the number of hours in a normal workweek.

- A maximum of 240 PTO hours may be rolled over to the following calendar year.
- In the event of separation, payment will be made for all earned, but unused PTO.
- Employees may not use PTO to extend their termination date.

Section 2. Separate from your PTO bank, ten Holidays are available each year. The current Holidays include:

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Eve
- Christmas Day

The specific 10 days recognized as holidays above may be changed at the mutual agreement of the Company and Union.

An employee will be paid for recognized holidays an amount equivalent to ten (10) times the employee's straight-time hourly rate, subject to the following conditions:

- 1) An employee who is instructed to work on a holiday but who fails to report and does not have an acceptable excuse will receive no pay for the holiday.
- 2) Holidays are charged separately, ten hours, and are not included in PTO accrual.
- 3) For the purpose of calculating overtime pay, holiday hours will not be considered as hours worked.
- 4) The observance of holidays is allowable if requested within 30 days of the upcoming holiday and it does not impact operations or cause over time.

Section 3. PAY IN LIEU OF PTO

- (a) During calendar years in which an employee has completed at least ten (10) years of Company Service, the employee has the option of electing eighty (80) hours of pay in lieu of PTO.
- (b) 40 hours of Pay in lieu of PTO can be paid concurrently with any full week of PTO upon employee's request, but shall not be divided into units of less than 40 hours.
- (c) Pay in lieu of PTO shall not be used in the calculation of compensation for other benefit plan purposes or any overtime or other premium payments.

- (d) PTO carried forward is not subject to payment in lieu of PTO except in the case of termination.

ARTICLE 5 UNION REPRESENTATION

The Company agrees to recognize the following number of properly certified Union representatives for the purpose of representing employees under this contract and the grievance procedure: the Local Union President, Vice President and three committee persons. It is understood that alternates for each Union representative will be recognized in the absence of the regular designated person and the Local Union Vice President for the President in his absence. A maximum of two (2) Union representatives including the Vice President may be present at the second and Third Step of the grievance procedure.

No employee may act as an officer or committee person until he has completed his union probationary period.

The Parties agree that the position of Union President and Vice President or his designee will work the day shift if qualified.

International representatives of the Union will be permitted to attend meetings between the union representative and the Company in the Third Step of the grievance procedure.

Section 1. Reasonable time as approved by Protective Force Management to carry out duties by recognized Union Officers or representative for purpose of Union Representation and Company sanctioned activities at the Paducah site including, but not limited to: grievances, administrative functions, and health and safety concerns.

ARTICLE 6 EQUAL EMPLOYMENT/AFFIRMATIVE ACTION OPPORTUNITY

The Company believes in and practices providing equal employment opportunities to all applicants and employees. It is the policy of the Company to base employment decisions that involve hiring, training, testing, promoting, transferring, compensating, selecting layoff candidates, approving leaves of absence, terminating, and other employment actions upon job-related criteria and not unlawfully discriminate on the basis of race, color, age, sex, sexual orientation, religion, national origin, disability, veteran status, genetic information, or any other criteria protected by federal or state law. Each supervisor, manager, and employee has the responsibility to maintain a positive work environment free from any form of unlawful discrimination, and/or harassment.

ARTICLE 7 HARASSMENT

The Company and the Union are firmly committed to maintaining a positive, productive environment that is free from any form of harassment or intimidation. As such, harassment based on race, color, age, religion, sex, sexual orientation, national origin, disability and/or veteran/military status, genetic information, or any other protected criterion is expressly prohibited.

The Parties' commitment to provide a harassment-free environment extends to

all employees, including management and supervision at all times. The Company will investigate harassment claims expeditiously and resolve them, as soon as practically possible. Violations of this policy, including retaliatory conduct, will result in disciplinary action, up to and including immediate termination.

ARTICLE 8

TIMEKEEPING / PAYROLL

Section 1. All Company employees will be paid on a weekly basis. Paydays will be every Friday. If payday falls on a holiday, employees will receive their pay on the Thursday prior to the holiday. For those times when both Thursday and Friday are holidays, employees will receive their pay on Wednesday prior to the holidays. Employees are encouraged to use direct deposit for their pay.

Section 2. The Company will adhere to a weekly pay period. Company employees will record their time daily into the electronic time and expense system. In rare instances when a Company employee cannot record their time electronically, a paper time sheet is acceptable to remain in compliance with Federal Acquisition Regulations (FAR). All completed time sheets will be reviewed and approved by both the employee and his/her supervisor. Hours will be charged directly to where the time was worked regardless of how time was budgeted or planned. Incorrect labor charging or failure to follow policy CP4-FA-0003, Time Charging, may result in disciplinary action up to and including termination. All work will be authorized by the issuance of a work authorization prior to performance. Each approved work authorization contains: charge codes, the time period of performance, and the description/scope of work. Employees are only authorized to perform work against the charge codes provided during the period of execution contained in the work authorization.

ARTICLE 9 BENEFITS

The Company and the Union hereby agree upon the maintenance of Benefit Plans for the Bargaining Unit employees represented by the Union at the Company's Paducah Plant, subject to the following terms and conditions:

Employee benefits that are set forth in this Agreement shall include:

1. Retirement Plans
 - a. Defined Contribution Savings 401(k) Plan
2. Group Healthcare Plans
 - a. Medical to include prescription drug coverage and Health Savings Account
 - b. Dental
 - c. Vision
 - d. Basic and Voluntary Life Insurance and Accidental Death & Dismemberment Plan
 - e. Basic Short-Term Disability Plan
 - f. Basic Long-Term Disability Plan
 - g. Employee Assistance Plan
 - h. Flexible Spending Accounts

3. Educational Assistance: FRNP will reimburse up to one hundred (100%) percent of the cost of tuition, laboratory fees, and required textbooks not to exceed a total of the IRS yearly maximum, for employees who while still actively employed and outside their regular working hours, satisfactorily complete qualified courses of study related to Bargaining Union work in accredited schools or colleges. Applications must be filed and approved prior to the start of the course. An employee who is receiving Government financial assistance for education must be evaluated for reimbursement under this program.

The Company will notify the Union prior to significant benefit changes to include addition, termination of plans and provider changes.

In the event that the Company hires a grandfathered employee as defined in the ETTP MEPP and MEWA, the Company agrees to recognize that employee's grandfathered status and the employee will be afforded all benefits as provided by those plans.

PART 1 – RETIREMENT PLANS

a. Defined Contribution Savings 401(k) Plan

The Company will provide a 401 (k) plan for bargaining unit employees with an IRS defined Safe Harbor Company Match of 100% on 4% of an employee's contribution, capped at 4%. Vesting in the Company's matching contribution shall be immediate.

As a feature of the FRNP Defined Contribution Pension Plan (401 k), The Company will provide a Non-Elective Contribution annually for non-grandfathered employees; amount of contribution will be determined annually, but not to exceed 3% per year of the applicable hourly wage for every hour worked. Effective January 1, 2020 the Non-Elective Contribution for eligible employees will be increased to 5.8%.

PART 2 - GROUP HEALTHCARE PLANS

4. The Company shall maintain a comprehensive Medical Plan (including prescription drug coverage) to include two different plan options:
 - a. A Consumer Directed Healthcare Plan (CDHP) option with corresponding Health Savings Account (HSA) for which active employees will have a contribution rate of 10% for Employee Only coverage or 20% for Employee Plus Dependent coverage throughout the term of the Agreement. This is the default plan and is known as the Core Plan.
 - b. A Preferred Provider Organization (PPO) Plan option for which active employees will have a contribution equal to 25% for Employee Only coverage or 30% for Employee Plus Dependent coverage throughout the term of the Agreement.
 - c. The Company will continue to maintain the current HSA Plan for the duration of the Agreement with the same benefit levels. For each year that an employee elects to participate in the HSA Plan, the Company will contribute \$1000 for an employee participating as a single employee and \$2000 for an employee participating as family. This contribution will be

split into two payments made in January and July.

5. The Company shall maintain a Dental Plan that covers diagnostic and preventive care, in addition to basic and restorative dental work such as crowns and root canals. The active employee contribution rate will be 20% of the cost of the Dental Plan.
6. The Company shall maintain a Vision Plan that covers routine vision services and materials such as frames, lenses or contacts. The active employee contribution rate will be 20% of the cost of the Vision Plan.
7. The Company shall maintain a Plan offering basic term life insurance and accidental death & dismemberment coverage in the amount of 1x annual base salary at no cost to the employee. Eligible employees will also be able to purchase additional coverage for themselves and/or eligible dependents.
8. The Company shall maintain a Short-Term Disability Plan (STD Plan) designed to provide partial salary continuation if you are totally disabled and unable to perform your job because of illness or injury at no cost to the employee. Benefits will be 65% of base pay and begin after a 7 calendar day waiting period and approval by the insurance company (See Article 21, Section 1).
9. The Company shall maintain a Long Term Disability Plan (LTD Plan) designed to provide partial income protection benefits for employees who are continually disabled for six months or more at no cost to the employee. Benefits will be 60% of base salary beginning after a 26 week waiting period and approval by the insurance company (See Article 21, Section 2).
10. The Company shall maintain an Employee Assistance Plan (EAP) in an effort to help the employee deal with personal problems that might adversely impact their job performance, health, and well-being at no cost to the employee. This program may include free short-term counseling and referral services for employees and their household members.
11. Employees may participate in a Flexible Spending Account, if participation allows the plan to pass the IRS testing. Flexible Spending Accounts (FSA) permit you to set aside money for health care and/or dependent care expenses before taxes are calculated on your salary; thereby reducing your taxable income.
12. The Company may provide other voluntary benefits.

PART 3 - GENERAL PROVISIONS

- a. The Company shall retain the right to arrange through an insurance company(s) or other carrier(s) for coverage providing the benefits under the Group Medical, Dental and Vision Insurance Plans. The current fully insured plans are purchased through Anthem Blue Cross Blue Shield (hereinafter referred to as the "Insurance Company"). Disability and Life Insurance Plans are fully insured and purchased through CIGNA.
- b. Appeals will follow the appeal process as detailed in each Benefit Plan Document.
- c. Benefits under the Group Insurance Plans, for eligible employees who

participate in the Plan are governed by the Benefit plan documents. The Company will conduct a Benefits Value Study and Cost Study in accordance with the FRNP contract requirements to ensure benefits are under the 105% maximum benchmark.

- d. Participation in the Group Insurance Plan shall be on a voluntary basis. Under the Patient Protection Affordable Care Act (PPACA), employees are defaulted into the lowest medical plan, but do have the option of waiving coverage within the enrollment period and/or based on a qualified life event. FRNP has designed the CDHP as the default plan.
- e. The Company will not pay any Excise Taxes incurred due to the Plan being classified as a “Cadillac” plan under Patient Protection Affordable Care Act (“PPACA”). The Company will share the classification of the Plan with the union on an annual basis, prior to Annual Enrollment.
- f. This Retirement, Group Insurance and Dental Insurance Agreement shall replace all prior agreements pertaining to the Retirement, Group Insurance and Dental Insurance Plans, including any amendments to them.

ARTICLE 10

LEAVE OF ABSENCE

Section 1. An employee may be granted an unpaid leave of absence for personal reasons that do not qualify for any other type of leave or to extend an absence once other leaves have been exhausted.

An employee is required to specify the reason for requesting a personal leave. Based on this reason and the ability to cover the work, the leave may be granted or denied. Each personal leave request must be approved by the Company. The leave may be granted for a maximum of 15 consecutive calendar days.

Personal leaves only may be granted if the Company expects the employee to return to work, when the leave period expires, unless an unusual circumstance exists. The Company and Union agree to meet to discuss and mutually agree to any accommodation due to an unusual circumstance. If the employee does not return from the personal leave, the employee’s last day work will be the termination date. The employee will be expected to pay his/her portion of benefits contributions at least monthly in order for coverage to continue. Non-payment of benefit contributions or payments that are not timely will result in the benefit coverage to be canceled effective from the end of the payment period.

Seniority shall accumulate during an approved leave of absence.

Section 2 Military Leave. FRNP will pay the balance of pay between pay received from the US government and pay the employee would have earned on his normally scheduled shift, if any. This make-up pay will be for periodic trainings and functions of the armed services. Time missed for this training will be counted as if the employee worked for all applications of this Agreement. FRNP will comply with Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Employees on military leave of absence may use up to 100 percent of their eligible PTO and sick leave hours or may be granted absence without pay.

ARTICLE 11
CONTINUITY OF OPERATION

There shall be no strikes, lockouts, work stoppages, picket lines, slowdowns, secondary boycotts, or disturbances. The Union agrees to support the Company fully in maintaining operations in every way.

Participation by any employee or employees in an act violating this provision in any way shall be cause for discharge by the Company. Any discipline imposed shall be applied equally and indiscriminately to all employees according to the degree of involvement.

ARTICLE 12
SENIORITY

Section 1. Seniority of present employees of the Protective Force Organization covered by this CBA at ratification shall be determined from their length of membership with SPFPA Local 111. Seniority will be recognized for the purpose of calculation benefits, scheduling vacation, shift bids, and reduction in force. For purposes of recall rights, the Company shall recognize continuous service of an employee covered by this agreement from the date of his/her last hire by the Company. Where employees have the same date of hire, the most senior individual will be determined by the last four digits of the social security number, with the highest number being the most senior.

Section 2. Continuous service of an employee shall be broken, all seniority rights lost, and the employment relationship terminated by:

- a. Quitting
- b. Discharged
- c. Failure to return from a leave of absence or misrepresenting the reason for the leave of absence or obtaining other employment during a leave of absence.
- d. Retirement
- e. Refuse recall
- f. Time frame (layoff more than 4 consecutive years)

Section 3. Employees promoted to management in the Protective Force Organization or transferred out of the Protective Force Organization shall not accumulate seniority while outside the Bargaining Unit. After such move, seniority will be lost at the time of a promotion or transfer outside the Bargaining Unit.

Section 4. All new employees shall be considered a probationary employee for the first ninety (90) calendar days. At the end of that period, if he/she is retained, the employee's name will be placed on the Seniority list and the employee's seniority shall reflect all allowable seniority as defined in this Contract. A probationary employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Company.

Section 5. When a reduction-in-force is to be made in a job classification, the employee having the least amount of classification seniority within the affected job classification shall be laid off first. However, if the displaced employee has classification seniority then such employee may bump back to his/her base

classification provided that he/she has more classification seniority than other employees in that classification.

The Company will utilize approved Workforce Restructuring Plan processes and programs to identify employees to be both voluntarily and involuntarily laid-off, consistent with Article 15 of this agreement.

In the event of a layoff, the Union will be notified prior to the layoff and will be given a list of names of employees who are to be laid-off.

The Company and Union will establish a recall listing of laid-off employees in each job classification. Recall shall be in order of seniority of those laid off from the classification in which the vacancy exists.

An employee who has been laid-off by the Company due to a reduction-in-force shall be retained on the recall list for a period not to exceed thirty-six (36) months and shall not accumulate seniority during such period. If not recalled within thirty-six (36) months from the date of layoff, such employee will cease to have seniority.

A former employee on the recall listing who declines an offer of re-employment or fails to report for work within five (5) days after receipt of such shall be removed from the recall listing.

A seniority list will be maintained by the Union and furnished to the Company once every six (6) months after ratification of this agreement.

ARTICLE 13 HEALTH AND SAFETY

The Union and the Company jointly commit to an approach to safety which is based on Integrated Safety Management System (ISMS) principles. A basic tenant of these principles is worker involvement.

The Health and Safety Program Includes:

- a. The parties agree that health and safety is of the highest priority. The Union and Company recognize the importance of maintaining a safe and healthful work environment and shall cooperate to further improve the health and safety programs and to require employees to follow safety policies and procedures as established in order to achieve these objectives. The Company has adopted and will maintain an ongoing ALARA program.
- b. The Company is responsible for maintaining a safe and healthful workplace. The present practice of providing the Union with copies of monitoring reports shall be continued. Results of such surveys will be made available to employees who request such information through their supervision.
- c. Employee(s) may present to appropriate supervision, or through the suggestion system, their recommendations in writing on matters relative to safe, sanitary, and healthful working conditions. They will be advised in writing of the disposition of such written recommendations and may discuss such written recommendations with appropriate Safety Representatives.

- d. Authority to suspend work is extended to all FRNP employees. Employees are encouraged to approach all work with a high degree of inquisitiveness. The Company empowers all employees to refuse to perform work that they believe to be unsafe, without fear of reprisal. Work that is suspected or shown to place workers, the public, or the environment at risk shall be immediately suspended until it can be demonstrated that it is safe to proceed with the work.
- e. All employees shall be given Health and Safety training appropriate to their work environment and responsibilities.
- f. In order to meet and maintain the physical fitness standards set forth in 10CFR 1046 and DOE O 473.3, Attachment 2, Section A, 4(b)(2)(3), the Company will pay a weekly stipend as follows. The current \$40.00 a month gym membership reimbursement will no longer be offered and will be replaced with weekly stipend as follows.
 - \$80.00 effective week of ratification.
 - \$100.00 year three effective October 1, 2020.
 - \$120.00 year four effective October 1, 2021.

The Stipend payment is contingent upon the following being met:

- The SPO maintaining their physical fitness qualifications until any eventual future disqualification. The Stipend will stop until such time the SPO regains the physical fitness qualifications.
- When an SPO goes out on Family Medical Leave or Military Leave the Stipend will stop (unless the SPO substitutes accrued annual leave for FMLA leave). Upon the SPO's return to work the Stipend will resume.

ARTICLE 14

WORKPLACE SUBSTANCE ABUSE PROGRAM

The Company is committed to maintaining an alcohol- and drug-free workplace and to establish a program in accordance with the requirements of 10CFR707, Workplace Substance Abuse Programs at DOE Sites, as amended on February 22, 2008, which includes the Mandatory Guidelines for Federal Workplace Testing Programs issued by the Department of Health and Human Services, Controlled Substances Act, and Department of Transportation regulations (DOT). The Company shall employ individuals who refrain from the use, possession, sale, distribution, or manufacture of illegal narcotics or their synthetic equivalent, including alcohol, in order to provide safe workplaces for its project members and maintain programs promoting high standards of conduct to ensure safety and productivity.

Conditions for employment of all personnel include:

- a. Subjection to pre-employment and random drug and alcohol testing
- b. Requirement to report for work and remain at work in a condition fit to perform assigned duties
- c. Be prohibited from possessing or carrying specimen altering

- paraphernalia and/or illegal drugs/paraphernalia
- d. Restriction from participating in illegal drug activity on or off the job, including the use of synthetic drugs
 - e. Restriction of consuming alcoholic beverages during the workday or at any time that will impair performance on the job
 - f. Violation of this prohibition or requirement may result in unpaid suspension, termination of employment, or mandatory enrollment in a Company approved substance abuse rehabilitation program.

**ARTICLE 15
REDUCTION IN FORCE**

Section 1. The Company may have to exercise reductions in force based on changes in budget and scope. In addition, employees may be granted an involuntary reduction in force when returning from an approved eligible leave of absence and no positions are open after seniority review or if the employee cannot return from work due to a non-occupational or occupational illness or injury.

Section 2. Layoff allowance for an employee terminated from the payroll on account of reduction in force or because of occupational or non-occupational disability shall be in accordance with the following schedule:

Company Service Credit	Allowance Under 12 weeks	No allowance
12 weeks – 5 years	2 weeks (or 80 hours)	
5 years-7years	3 weeks (or 120 hours)	
7 years-10 years	4 weeks (or 160 hours)	
10 years or more	5 weeks (or 200 hours)	
11 years or more	Same as for 10 years, plus a week (40 hours) for each added year of service up to 26 weeks (or 1040 hours)	

An employee who is rehired by FRNP and subsequently laid off from the payroll by FRNP will receive a layoff allowance based on his most recent rehire date by FRNP.

An employee will not receive a layoff allowance for (1) any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract or, (2) any period of employment with USEC except for employment under the Cold Standby/Shutdown Contract, DE-AC0501OR22877 at Portsmouth.

**ARTICLE 16
GRIEVANCE PROCEDURE**

All complaints, disputes or misunderstandings involving questions of interpretation or application of any clause of this contract may constitute a grievance.

Properly certified Union representatives, as referred to in Article 5, shall report to and obtain permission from their immediate manager whenever it becomes necessary to leave their work for the purpose of handling grievances. Such

periods of time during working hours shall be without loss of pay, when handling grievances in the four steps of this Grievance Procedure. Permission to leave work as referred to above will be granted provided the absence does not increase the cost of security operations.

The procedure for handling a grievance shall be as follows:

First Step: When an employee has a grievance it will be discussed with the Pro Force Chief or his designee, and the properly certified Union representative will be notified and may be present at the discussion and settlement thereof.

Second Step: If the matter is not settled in the First Step, it shall be reduced to written form, signed, and presented to the Pro Force Manager or his designee who shall reply in writing within ten (10) days. If the grievance is presented by an employee personally, a copy of the reply shall be sent to the properly certified Union representative.

Third Step: Within 10 days of the Employer's Step 2 answer, if the grievance is not resolved satisfactorily, the Union's Local President or his designee shall request a discussion with the FRNP Labor Relations Manager and Security Manager in order to resolve the matter. This meeting of discussion may take place in person or by teleconference. The discussion or meeting with the Local President, International Representation, FRNP Labor Relations Manager and Security Manager shall be conducted within twenty (20) days following the request. The written decision of this FRNP Labor Relations Manager and Security Manager shall be provided to the Local and International within ten (10) days of the decision.

Fourth Step: Grievances not settled satisfactorily in the Third Step may be arbitrated as referred to Article 17.

Any grievance not taken up with an employee's immediate manager within ten (10) days after the occurrence of the incident from which the grievance arose cannot thereafter be processed through the Grievance Procedure. A grievance will be considered settled if the decision of the Company is not appealed to the next higher step in the above procedure within ten (10) days after a decision has been rendered by the Company unless mutually agreed to by the parties. If the Company fails to answer a grievance within the specified time limits of this procedure, the Union's appeal will automatically progress to the next step of the Grievance Procedure.

Grievances arising out of discharge or disciplinary suspension may be initiated at the third Step of the above procedure. If a discharge is adjudged to be in error such employee will be returned to work without loss of seniority.

Every reasonable effort shall be made to settle grievances promptly. In the calculation of time limits under the Grievance Procedure, Saturdays, Sundays, Holidays, and scheduled days off are excluded.

Copies of all written reprimands shall be given to the employee involved at the time the discipline is imposed.

Time limits as prescribed in this Article may be mutually extended by the parties through written communication specifying the length of the extension with such

extension to be annotated on the grievance.

Reprimands time limits will be removed from employees file as follows below:

1. Documented verbal reprimand (remove from employees file in 3 months)
2. Written reprimand (remove from employee file in 6 months)
3. Suspension with or without pay (A suspension may also be used to temporarily remove an employee from the workplace, depending on the severity and nature of the alleged infraction while an investigation is in progress). (remove from employee file in 9 months)
4. 3-5 day suspension with-out pay. (remove from employees file in 12 months)

ARTICLE 17 ARBITRATION

If a grievance is not satisfactorily settled by the procedure outlined in Article 16, the grievance may be submitted to arbitration if it involves the meaning interpretation or application of the contract.

Any grievance which has not been assigned to and accepted by an arbitrator within one hundred and twenty (120) days after the date of appeal to arbitration will be considered withdrawn by mutual consent on a no precedent basis.

Within fifteen (15) days after the decision rendered by the Company in the Third Step of the Grievance Procedure, either party desiring to arbitrate a matter will request the Director of the Federal Mediation and Conciliation Service to submit the names of seven (7) arbitrators. Upon refusal of either party to join in such a request, the other party may make the request. Either party may reject the first list and request another be provided if they do so within fifteen (15) days. The party rejecting the list will pay the cost of the second list. The Union and the Company shall alternately strike a name from the list (the first to strike shall be determined by lot) until the name of one individual remains. The decision of the Arbitrator shall be rendered on the interpretation and application of the Contract solely as it applies to the matter before him and shall not add to, disregard, or modify any of the provisions of this Contract. Such decision shall be final and binding on both parties.

The Arbitrator acting under this Article shall not have the power to add to, to disregard, or to modify any of the provisions of this contract, nor shall he have the power to change any penalty imposed by the Company, unless upon the facts of the case presented before him, he finds that the Company has violated the terms of this contract, or has acted in an arbitrary or unreasonable manner.

The expense and compensation of the arbitrator shall be borne by and divided equally between the Union and the Company. Where the arbitration proceedings involve discussion of classified information, the arbitrator shall be cleared by the Government Agency having jurisdiction if the Agency feels that such clearance is required.

The parties will jointly request the Arbitrator to render a decision within thirty (30) days after briefs have been filed.

In any proceedings under this Article the Company will make every reasonable

effort to release from work employees needed as witnesses.

**ARTICLE 18
PROTECTIVE SECURITY**

It is recognized that all members of the Union and the Company are required to comply with all protective security measures now in effect. If the Company is notified by DOE that this Agreement in any way violates security measures which are now in effect, or which may be put into effect later, the Company shall in turn immediately notify the Union in writing of the need to renegotiate the section or sections of the Agreement in question for the purpose of making the required changes

**ARTICLE 19
WAGES**

Section 1. The wage schedule set out below shall become effective in the manner indicated for the job classifications of Fixed Post Officer and Security Police Officer:

This pay rate will be retroactive to October 1, 2018. Retroactive increase to be paid out as a lump sum payment based on straight time hours.

Fixed Post Officer -\$ 29.00

Security Police Officer - \$31.00

Retroactive to October 1, 2019, 5% increase for security police classification base hourly wage rates then in effect. Retroactive increase to be paid out as a lump sum payment based on straight time hours.

Fixed Post Officer -\$ 30.50

Security Police Officer - \$32.55

October 1, 2020, 6% increase for security police classification base hourly wage rates then in effect.

Fixed Post Officer -\$ 32.51

Security Police Officer - \$34.5

October 1, 2021, 6% increase for security police classification base hourly wage rates then in effect.

Fixed Post Officer -\$ 34.58

Security Police Officer - \$36.58

**ARTICLE 20
DISABILITY**

Section 1. Short Term Disability Plan

The Company provides a Short Term Disability (STD) Plan for employees at no cost. This Plan is offered through a third-party administrator and provides benefits when an employee is disabled and unable to work due to illness, pregnancy, or occupational or non-occupational injury for greater than seven (7) days. The benefits, will be provide a benefit of sixty five (65%) percent of his basic straight-time hourly rate up to a specific weekly maximum benefit in accordance with the terms and conditions of the Short Term Disability Plan set forth in the Plan Document. Payments will be provided in accordance with the following schedule:

- a) Conditions of Payment
 - i) STD payments will begin on the 8th calendar day of absence, which begins when the first scheduled work shift is missed due to the medical (illness or injury) condition.
 - ii) STD payments will only be made after the Insurance Company approves the claim and the waiting period is satisfied.
 - iii) STD payments are based on the base straight-time hourly rate that the employee was assigned to when the claim was initiated. If a wage increase occurs, while the employee is out, upon return from STD, the employee will receive the appropriate rate then in effect under the wage schedule of Article 19.
- b) Administration of Plan
 - i. The administration of the STD Plan and the payment of the 65 % basic benefits under this Plan shall be handled by the Insurance Company
 - ii. Any approved supplemental payments shall be made by the Company
- c) PTO accrual while on STD
PTO will continue to accrue while on STD.
- d) Company Service Credit during STD absence:
An employee who is disabled and unable to work will receive Company Service Credit for the period of his STD approved by the Insurance Company.
- e) Appeal Process:
 - a) If a dispute arises as a result of a claim being denied, then the employee shall follow the appeal process as detailed in the Plan document

Section 2. Long Term Disability Plan

The Company provides a Long Term Disability (LTD) Plan for employees at no cost. This Plan is offered through a third-party administrator and provides benefits when an employee is unable to work due to illness, or occupational or non-occupational injury for greater than six months. The benefits will provide a payment of sixty (60) percent of basic straight-time hourly rate up to a specified maximum monthly benefit paid in accordance with the terms and conditions of the Long Term Disability Plan set forth in the Plan Document.

Benefits are paid if an employee is totally and permanently disabled, until he reaches age 65. Employees over 60 years old will receive benefits the lesser of (1) 60 months or, (2) to age 70; but never less than 12 months of benefits. Such benefits will be reduced by any income benefits the employee is eligible to receive from other sources such as Social Security, Worker's Compensation, other statutory benefits, and other Company benefit plans.

- a) Conditions of Payment
 - i) LTD payments will begin after 6 months of absence due to an illness

or injury, and typically follows Short Term Disability benefits.

- ii) LTD payments will only be made after the Insurance Company approves the claim and the waiting period is satisfied.
- iii) LTD payments are based on the basic straight-time hourly rate that the employee was assigned to when the claim was initiated. If a wage increase occurs, while the employee is out, upon return from LTD the employee will receive the appropriate rate then in effect under the wage schedule of Article 19.

b) Administration of Plan

The administration of the LTD Plan and the payment of the 60% base benefits under this Plan shall be handled by the Insurance Company

c) PTO accrual while on LTD

An employee is not eligible for PTO while out on and approved LTD claim. Upon return to active full-time employment, a pro-rated PTO award may be granted.

d) Company Service Credit during LTD absence:

An employee who is disabled and unable to work will not receive Company Service Credit for the period of his LTD approved by the Insurance Company, but shall have his service time bridged for the time on LTD. If employee is an eligible participant in the ETTP MEPP Plan document (if employee is an eligible participant).

e) Appeal Process:

If a dispute arises as a result of a claim being denied, then the employee shall follow the appeal process as detailed in the Plan document.

ARTICLE 21

RECLASSIFICATION OF SECURITY POLICE OFFICER

Employees who fail to qualify or re-qualify as Security Police Officers because of failure to meet the physical standards, but can still meet the firearm standards, required by the Department of Energy, under 10 CFR 1046, will be reclassified as a Fixed Post Officer subject to the limited availability of jobs. The Company will agree to maintain up to four (4) Fixed Post Officer positions as needed, determined by the Company, and changed as necessary to meet schedule and shift changes. Security Police Officers reclassified as Fixed Post Officers may exercise seniority for any reclassified positions. While on a Fixed Post position the base hourly rate of pay will be in accordance with Article 19, Wages. All other applicable terms and conditions provided for under this Agreement are maintained. Seniority shall prevail when determining placement of this job but is not subject to bidding. The number of Fixed Post Officers is subject to DOE approval. In the event it is determined that the number of Fixed Post Officers must decrease, the least senior Fixed Post Officer will be laid off.

A Security Police Officer assigned to a Fixed Post position will be reassigned as a Security Police Officer once he/she requalifies for the Security Police Officer positions. Reclassified Officers will be permitted to requalify for Security Police

Officer positions during PFAT as held semi-annually. The Company may allow re-qualification more often if possible.

The above numbers may be amended if both parties mutually agree.

ARTICLE 22

TERM OF CONTRACT

This Contract shall become effective as of December 5th, 2019 and shall continue in effect until 11:59 pm, June 19, 2022 unless written notice is given by either party sixty (60) days prior to the expiration date that it is desired to terminate or amend the Contract.

In the event that the Government modifies the current Contract DE-EM0004895 with the Company, either party may give written notice within sixty (60) days of the modification that it is desired to amend the Contract.

Both notice of request for renegotiation and lists of items to be amended shall be sent by registered mail to the following:


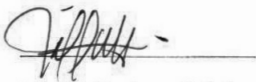
SPFPA Local 111 President
P.O. Box 27
West Paducah, KY 42086

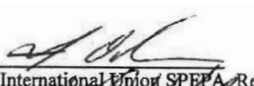
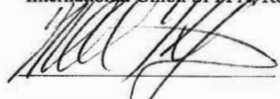
Four Rivers Nuclear Partnership
5511 Hobbs Road
Kevil, KY 42053

IN WITNESS WHEREOF, each of the parties has caused this Contract to be executed by its duly authorized representatives on this the 5th day of December 2019.

For the Company:

For the Union


FRNP Labor Relations Manager

Labor & Employee Relations Jacobs


International Union SPEPA, Region 2

Local 111 SPEPA

cc: Rick O'Quinn Vice President Region 2
Joey Gibson Vice-President Local 111
Troy Woody Committeeman Local 111

Michael Kaufman President Local 111
Steve Crump Committeeman Local 111
Tom Branaum Committeeman Local 111

Chris Martin FRNP Negotiating Committee
Tony Southard FRNP Negotiating Committee
Jeff Williams FRNP Negotiating Committee

Kim Terrell FRNP Negotiating Committee
Kent Gordon FRNP Negotiating Committee
Rob Easdon FRNP Negotiating Committee

FRNP proposes the following Memorandum of Agreements (attached to Company proposal) be deleted. The appropriate provisions have been blended in the CBA articles or new MOAs proposed.

- Grievance Settlement Agreement, dated November 18, 2016
- Funeral Leave, dated November 18, 2016
- Voting Time, dated November 18, 2016
- Short Term Disability, dated November 18, 2016
- Overtime, dated November 18, 2016
- Military Leave, dated November 18, 2016
- Lay-off allowance, dated November 18, 2016
- Jury Duty, dated November 18, 2016
- Education reimbursement, dated November 18, 2016
- Daylight savings time, dated November 18, 2016
- Company Service Credit, dated November 18, 2018
- HSA Plan, dated November 18, 2016
- Work outside schedule, dated November 18, 2016
- Reclassification of Security Police Officer, dated December 7, 2017
- Hours of Work, Work Schedules and Overtime, dated February 12, 2018

ATTACHMENT A
COMPANY SERVICE CREDIT

Company Service Credit - Company Service Credit is based upon service with FRNP and prior employment by USEC, DOE contractors or DOE first or second tier subcontractors at the Paducah site. Company Service Credit will be recognized for the purpose of calculating PTO accrual rate, benefits eligibility and vesting. If an employee is laid off by FRNP on account of reduction in force and through no fault of his own:

- If such layoff continues not more than four (4) consecutive years, Company Service Credit will be given for service prior to such layoff.
- If such layoff continues more than four (4) consecutive years, no Company Service Credit will be given for service prior to such layoff.

In case of absence or absence with leave for a reason other than disability, which is authorized by FRNP management, employment will be considered as continuous without any deduction if it does not exceed three (3) months. However, in case such absence does exceed three (3) months, the period of absence in excess of three (3) months will not be considered as Company Service Credit unless otherwise authorized by FRNP management. If an employee who is thus absent fails to return to work when able to do so and at the time designated by FRNP, he will be considered as voluntarily terminating his employment and his Company Service Credit shall end as of the date on which such absence commenced.

In case of rehire subsequent to voluntary termination of employment, credit will be given for service only since last date of rehire by FRNP unless such employee was rehired within three (3) months after his voluntary termination, and the local management deems it to be in the interest of FRNP to authorize credit for service prior to such voluntary termination.

In case of rehire or reinstatement subsequent to discharge for cause or resignation at FRNP request, credit will be given for service only since last date of rehire or reinstatement by FRNP, unless otherwise authorized by the local management.

ATTACHMENT B
JURY DUTY and VOTING TIME

JURY DUTY: An employee who is called for jury duty may be excused from work upon presentation of written court notice to his immediate first-line manager. The employee who has been so excused will be paid his normal straight-time earnings and the fees received from the court, provided he submits evidence of the amount received from the court. Only the number of his scheduled work days actually spent in court are counted in calculating payment. Employees who would be working the hours between 7:00 a.m. and 3:30 p.m. were they not on jury duty, who are not called at the opening of court for actual jury duty, and who are excused for the remainder of the day shall report to work within a reasonable time after being excused. An employee will not be required to change shifts because of jury duty.

i. 12-Hour Shift Workers

1. An Employee scheduled to work the "Day Shift" (0600to18:00)

An employee on jury duty is required to report to work as soon as they are released from Jury Duty that day, provided there is adequate time to arrive by 15:00.

2. An employee scheduled to work the "Night Shift" (18:00 to 06:00)

An employee that must report for jury duty the following day is expected to work, if scheduled, from 17:30 to 21:30 on the day prior to jury duty.

An employee on jury duty is required to report to work at 17:30 provided he/she is released from jury duty by 13:00. If he/she is scheduled to report back to jury duty the following day, then he/she will work from 17:30 to 21:30. If he/she is not scheduled to report to jury duty the following day, then he/she will work the normal scheduled hours (17:30 to 06:00).

If an employee is released from jury duty after 13:00 and not scheduled for jury duty the next day, then they would not report to work until the next night at 17:30.

ii. Day Workers

1. An employee scheduled to work the "Day Shift"

An employee on jury duty is required to report to work within a reasonable time after they are released from jury duty. If the employee is unable to report to work in time to get in four (4) hours of work, they will not be required to report to work.

2. An employee scheduled to work the "Afternoon Shift"

An employee on the afternoon shift who is released from jury duty by 13:00 should report to work at 15:00 and work their entire shift. An employee released after 13:00 is not required to report to work provided he/she is required to report for jury duty the next day. If they are not required to report to jury duty the following day, they are to report to work and work their entire shift irrespective of when they are released. Should they not be released until after 15:00, they are to report to work within a reasonable time after being released and work the balance of their shift.

Voting Time - Employees who are unable to vote because of a conflict between voting hours and scheduled working hours in a national, state, county, or municipal election will be allowed sufficient time off to vote provided that they are eligible to vote. Such eligible voting employees will be paid for such absence for a period not to exceed two (2) hours.

**ATTACHMENT C
BEREAVEMENT**

Stand-alone Bereavement - An employee excused for such time as may reasonably be needed for the purpose of attending the funeral of a member of his immediate family will be paid his basic straight-time hourly rate for any or all of three (3) regularly scheduled workdays during the period beginning with the day of death and ending with the day after such funeral. Under the conditions established by this Contract, up to four (4) days will be granted to attend a funeral more than three hundred and fifty (350) miles from Paducah, Kentucky. For the purpose of this section, the term "a member of his immediate family" shall be defined as, and limited to, the following: spouse, children, parents, grandparents, great-grandparents, grandchildren, step-parents, brother, sister, stepbrother, stepsister, parents-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-children and grandparents, great-grandparents, and step-grandparents of the spouse of the employee.

**ATTACHMENT D
MEMORANDUM OF AGREEMENT**

Chronic Beryllium Disease Prevention Program

The Company is implementing the medical surveillance portion of its Chronic Beryllium Disease Prevention Program (the Program) as required under 10 CFR Part 850. As part of the bargaining concerning the Program, the Parties have agreed to this Memorandum to alleviate concerns expressed by the Union.

The Parties agrees to the following:

The Program is strictly voluntary. If an employee does agree to enter the Program, the employee may withdraw from the Program at any time.

Before a SPFPA-represented employee is presented with the Program consent form to sign to enter the Program, the Company will offer to facilitate a meeting with an individual of the Union's choosing to provide guidance concerning the program. Should the employee inform the Company that they do not wish to meet with the individual chosen by the Union, the employee will be required to sign a form saying such.

The Company will furnish the Union an up to date list every six (6) months of the number of employees the Company has a record of being beryllium sensitive or having chronic beryllium disease.

The Company will furnish the Union an up to date list every six (6) months of all known locations on the site where beryllium is above the action level in 10 CFR Part 850.23 (0.2 ng/m³).

The Company will provide the Union a copy of the specific exposure reduction and minimization goals per 10 CFR 850.1 (b)(3)(iv).

The Company will immediately notify the Union of any "beryllium emergency" (as discussed in Part 850).

The Company will not deny an employee work and earnings based solely on the employee being beryllium sensitive or being diagnosed with chronic beryllium disease. This includes an employee who voluntarily participated in

the Program and is in the Medical Removal Protection part of the Program.

The Company will not release any employees medical records associated with the Program to any of employees' future employers, except where contractually or legally required.

In all cases where the Program and the Collective Bargaining Agreement (CBA) are in conflict, the CBA will apply unless the parties agree otherwise.

**ATTACHMENT D.1
BERYLLIUM PREVENTION PROGRAM
GUIDANCE FORM**

I have been offered the opportunity to meet with an individual chosen by the Union to provide guidance concerning entering the medical surveillance portion of the Company's Chronic Beryllium Disease Prevention Program, and I have already met with or declined to meet with that individual.

Employee Signature

Date